

**TITLE:** Additional Survey and Potholing for  
PG&E and AT&T Utility Conflicts

**DATE:** 02/12/2016

**PROJECT:** Construction Package No. 1

**CONTRACT NO:** HSR 13-06

**CONTRACTOR:** Attn: Jim Laing  
Tutor Perini/Zachry/Parsons, a Joint Venture  
1401 Fulton Street Suite 400  
Fresno, CA 93721

**DESCRIPTION OF CHANGE:**

This Change Order is to compensate the Contractor for conducting additional engineering surveying and potholing for the Excluded Third Parties (PG&E and AT&T) utility conflicts not identified within the Contract of the Project. Prior to commencement of said work, the Contractor shall coordinate and obtain authorization from the Authority's Third Party & Utility Coordination Manager to determine if said work is required.

**EXTRA WORK AT TIME & MATERIALS:**

This work shall be done as Time and Materials in accordance with HSR 13-06 Book 2, Section 17.9 "Time and Materials Change Orders" of the General Provisions. The Contractor will be paid against the line item budget of \$100,000.00 established under this change order.





In accordance with Section 17.9.2.2. "Daily Reports," of the General Provisions, daily reports for these services shall be submitted to the Authority's Third Party & Utility Coordination Manager for review and approval within five (5) calendar days after the work has been performed. Daily reports submitted after five (5) calendar days will be ineligible for payment. The Contractor's Daily Reports will be reviewed by the Authority's Third Party & Utility Coordination Manager within five (5) calendar days after being received from the Contractor.

The Contractor shall notify the Authority when 75% of the allocated amount (\$75,000.00) has been expended and shall provide to the Authority, a detailed estimate, depicting the dollar amount required to complete the remaining surveying and potholing work. Any remaining monies after the completion of all work that is eligible for reimbursement by way of this allocated sum, a Change Order will be executed to credit those remaining monies back to the Authority.

**TIME ADJUSTMENT:**

Any delay due to this change order, if determined to be a controlling operation, will be evaluated as a separate schedule change order applicable only to the Excluded Third Parties (PG&E and AT&T) design and construction work.

PCO	Payment Item	Description	Quantity	Units	Unit Price	Net Amount	Time Adj. (Days)
256.07R1	00001	Additional Surveying and Potholing	1.0	LS	\$100,000.00	\$100,000.00	0
<b>Total:</b>						<b>\$100,000.00</b>	<b>0</b>

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			

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**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

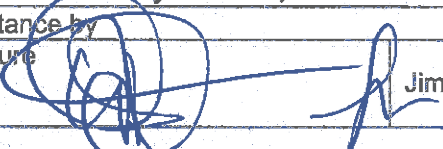
The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Tutor Perini/Zachry/Parsons, a Joint Venture**

 Acceptance by  
 Signature



Jim Laing - Project Manager/Director

Date

2/15/16

**California High-Speed Rail Authority**

Submitted by

Signature



John C. Lee - D-B Oversight Manager

Date

02-17-16

Recommended by

Signature

\_\_\_\_\_

Date

Approval by

Signature



Hugo Mejia - Design &amp; Construction Manager

Date

2/22/16

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by